

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA7	<b>Page</b> 1 <b>of</b> 47
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W15P7T-04-B-K257		<b>4. Type of Solicitation</b> Sealed Bid (IFB)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RT-N FORT MONMOUTH, NJ 07703-5008			<b>Code</b> W15P7T	<b>8. Address Offer To (If Other Than Item 7)</b>		

## SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2004OCT14 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> DEBRA CLAYTON <b>E-mail address:</b> DEBRA.CLAYTON@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732) 532-5548
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	
				<b>18. Offer Date</b>	

## AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-K257 MOD/AMD	Page 2 of 47
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
	(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.		
	(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), MARY PATERNO-MIHALKO, (732) 532-3992. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:		
	<div> <div>Commander, US Army CECOM</div> <div>CECOM Acquisition Center</div> <div>Solicitation Ombudsman</div> <div>Attn: Ms. Diane L. Meickle</div> <div>AMSEL-ACCS-B</div> <div>Fort Monmouth, NJ 07703-5008</div> </div>		

A-2	52.6307	EXECUTIVE SUMMARY	AUG/1996
	1. <u>Description of the Item(s)/Service(s) being Procured.</u> AN/UDR-13 RADIAC SET, NSN: 6665-01-407-1237		
	2. <u>Program Objectives/Needs.</u> IN ACCORDANCE WITH THE STATEMENT OF WORK (SEE SECTION J).		
	3. <u>Delivery Schedule.</u> SEE SECTION B. 00		
	4. <u>Government Testing Requirements.</u> FIRST ARTICLE TESTING (FAT) REQUIREMENTS. SEE STATEMENT OF WORK AND PERFORMANCE SPECIFICATIONS AND SECTION I, CLAUSE 52.209-3, FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEPT. 1989). FIRST ARTICLE WAIVER SHALL BE GRANTED TO CANBERRA-DOVER OF DOVER, NEW JERSEY.		
	5. <u>Type of Contract.</u> FIRM FIXED-PRICE		
	6. <u>Format of the Contract.</u> INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) REQUIREMENTS CONTRACT. RANGE PRICING FOR FIVE (5) TWELVE (12) MONTH PERIODS.		
	7. <u>Nature of the Work.</u> PRODUCTION		
	8. <u>Unusual/Specific Aspects of the Acquisition.</u> N/A		
	9. <u>Source Selection Methodology.</u> TWO-STEP SEALED BID		
	10. <u>Disclaimer.</u> This Executive Summary has been prepared as an aid to the potential offeror. We have made every attempt to accurately reflect the requirements/information contained in the solicitation. However, if you find any discrepancies between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the contract specialist identified in Block 10 of the SF33 if any discrepancies are found.		
	1. THE PURPOSE OF THIS SOLICITATION, W15P7T-04-B-K257, IS TO ACQUIRE AN/UDR-13 RADIAC SETS, NSN: 6665-01-407-1237.		
	2. THIS WILL BE A FIVE (5) YEAR FIRM FIXED PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) REQUIREMENTS TYPE CONTRACT.		
	3. THE GOVERNMENT INTENDS TO USE THE TWO-STEP SEALED BIDDING METHOD OF ACQUISITION IN ACCORDANCE WITH FAR 14.501. THE GOVERNMENT IS CURRENTLY SOLICITING FOR STEP ONE IN THE TWO-STEP SEALED BIDDING PROCESS. STEP ONE CONSISTS OF THE REQUEST FOR, SUBMISSION, EVALUATION AND, IF NECESSARY, DISCUSSION OF A TECHNICAL PROPOSAL. NO PRICING IS INVOLVED. ALL BIDDERS MUST SUBMIT THE REQUIRED TECHNICAL PROPOSAL. EACH BIDDER SHALL SUBMIT ONLY ONE TECHNICAL PROPOSAL.		

Name of Offeror or Contractor:

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	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																											
0001	SECURITY CLASS: Unclassified																											
0001AA	<div>AN/UDR-13 POCKET RADIAC SET YEAR 1</div> <div>NOUN: AN/UDR-13 POCKET RADIAC SET</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>9</td><td>\$</td></tr><tr><td>10</td><td>24</td><td>\$</td></tr><tr><td>25</td><td>49</td><td>\$</td></tr><tr><td>50</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>499</td><td>\$</td></tr><tr><td>500</td><td>999</td><td>\$</td></tr><tr><td>1000</td><td>2000</td><td>\$</td></tr></table></div> <div>THE CONTRACTOR SHALL PROVIDE AN/UDR-13 POCKET RADIAC, NSN: 6665-01-407-1237, WITH CARRYING POUCH, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.</div> <div>ONE COPY OF THE OPERATORS' MANUAL AND ONE COPY OF THE TECHNICAL BULLETIN SHALL BE PACKED WITH EACH RADIAC UNIT.</div> <div>RANGE QUANTITIES ARE SET FORTH ABOVE.</div> <div>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) REQUIREMENTS TYPE CONTRACT. SEE CLAUSES IN SECTION I ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19).</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	FROM	TO	UNIT PRICE	1	9	\$	10	24	\$	25	49	\$	50	249	\$	250	499	\$	500	999	\$	1000	2000	\$	EA	\$	\$
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0002AA	<p><u>AN/UDR-13 POCKET RADIAC SET YEAR 2</u></p> <p>NOUN: AN/UDR-13 POCKET RADIAC SET</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>9</td><td>\$</td></tr><tr><td>10</td><td>24</td><td>\$</td></tr><tr><td>25</td><td>49</td><td>\$</td></tr><tr><td>50</td><td>249</td><td>\$</td></tr><tr><td>250</td><td>499</td><td>\$</td></tr><tr><td>500</td><td>999</td><td>\$</td></tr><tr><td>1000</td><td>2000</td><td>\$</td></tr></table> <p>THE CONTRACTOR SHALL PROVIDE AN/UDR-13 POCKET RADIAC, NSN: 6665-01-407-1237, WITH CARRYING POUCH, PRODUCED IAW STATEMENT OF WORK, ATTACHMENT 001, SECTION J.</p> <p>ONE COPY OF THE OPERATORS' MANUAL AND ONE COPY OF THE TECHNICAL BULLETIN SHALL BE PACKED WITH EACH RADIAC UNIT.</p> <p>RANGE QUANTITIES ARE SET FORTH ABOVE.</p> <p>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ) REQUIREMENTS TYPE CONTRACT. SEE CLAUSES IN SECTION I ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	9	\$	10	24	\$	25	49	\$	50	249	\$	250	499	\$	500	999	\$	1000	2000	\$	EA	\$ _____	\$ _____
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0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>FIRST ARTICLE TEST (FAT) PLAN</u></p> <p>NOUN: DATA ITEM</p> <p>FIRST ARTICLE TESTING SHALL NOT COMMENCE PRIOR TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST PLAN AND NOTIFICATION TO THE GOVERNMENT OF THE START OF TESTING DATE.</p> <p>(End of narrative B002)</p> <p>FIRST ARTICLE TEST (FAT) PLAN SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-QCIC-81199, EXHIBIT A, DATA ITEM NUMBER A001.</p>		LO	\$ _____	\$ _____



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-K257 MOD/AMD	Page 9 of 47
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0007AA	<p><u>FIRST ARTICLE TEST (FAT) REPORT</u></p> <p>NOUN: DATA ITEM</p> <p>FIRST ARTICLE TEST (FAT) REPORT SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-QCIC-81200, EXHIBIT B, DATA ITEM NUMBER B001.</p> <p>(End of narrative B001)</p> <p>FIRST ARTICLE TESTING SHALL NOT COMMENCE PRIOR TO GOVERNMENT APPROVAL OF THE FIRST ARTICLE TEST PLAN AND NOTIFICATION TO THE GOVERNMENT OF THE START OF TESTING DATE.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ _____	\$ _____
0008	SECURITY CLASS: Unclassified				
0008AA	<p><u>SCIENTIFIC &amp; TECHNICAL REPORT</u></p> <p>NOUN: DATA ITEM</p>		EA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-K257 MOD/AMD	Page 10 of 47
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SCIENTIFIC &amp; TECHNICAL REPORTS SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-MISC-80711, EXHIBIT C, DATA ITEM NUMBER C001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>SCIENTIFIC &amp; TECHNICAL REPORT</u></p> <p>NOUN: DATA ITEM</p> <p>SCIENTIFIC &amp; TECHNICAL REPORTS SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-MISC-80711, EXHIBIT D, DATA ITEM NUMBER D001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ ** NSP **	\$ ** NSP **
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>SCIENTIFIC &amp; TECHNICAL REPORT</u></p> <p>NOUN: DATA ITEM</p> <p>SCIENTIFIC &amp; TECHNICAL REPORTS SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES</p>		EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SET FORTH IN CDRL, DD FORM 1423, DI-MISC-80711, EXHIBIT E, DATA ITEM NUMBER E001.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination				
0011	SECURITY CLASS: Unclassified				
0011AA	<u>SCIENTIFIC &amp; TECHNICAL REPORT</u>  NOUN: DATA ITEM  SCIENTIFIC & TECHNICAL REPORTS SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-MISC-80711, EXHIBIT F, DATA ITEM NUMBER F001.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  FOB POINT: Destination		EA	\$ ** NSP **	\$ ** NSP **
0012	SECURITY CLASS: Unclassified				
0012AA	<u>TECHNICAL REPORT - STUDY / SERVICES</u>  NOUN: DATA ITEM  TECHNICAL REPORT - STUDY / SERVICES SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI-MISC-80508, EXHIBIT G, DATA ITEM NUMBER G001.		EA	\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-K257 MOD/AMD	Page 12 of 47
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0013	SECURITY CLASS: Unclassified				
0013AA	<p><u>ENGINEERING DATA FOR PROVISIONING</u></p> <p>NOUN: DATA ITEM</p> <p>ENGINEERING DATA FOR PROVISIONING SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI- ILSS-81289, EXHIBIT H, DATA ITEM NUMBER H001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ ** NSP **	\$ ** NSP **
0014	SECURITY CLASS: Unclassified				
0014AA	<p><u>PROVISIONING TECHNICAL DOCUMENTATION</u></p> <p>NOUN: DATA ITEM</p> <p>PROVISIONING TECHNICAL DOCUMENTATION SHALL BE IAW THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN CDRL, DD FORM 1423, DI- ILSS-81285, EXHIBIT J, DATA ITEM NUMBER J001.</p> <p>(End of narrative B001)</p>		EA	\$ ** NSP **	\$ ** NSP **



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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003
CS6900		ORDER OF PRECEDENCE-ISSUE OF SPECIFICATIONS	
		(STATEMENT OF WORK)	
(52.6900)		(Sep 2003)	

1. The documents listed at Attachment 001 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at EXHIBITS A-K. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless stated explicitly elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available on line at <http://assist.daps.dla.mil/>

When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 01 JULY 2004, and Supplement FORTHCOMING ON 01 SEPTEMBER 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP  
Building 4/Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
  
FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-K257 <b>MOD/AMD</b>	<b>Page 15 of 47</b>
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equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment N/A, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or

b. The identification of such parts is inconsistent, or

c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

( ) effective date of contract.

( X ) date of contract award.

(End of clause)

C-2	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
1. The Document Summary List (DSL) (Attachment Nr 002) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.			
2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-K257 <b>MOD/AMD</b>	<b>Page 16 of 47</b>
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issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME	DOCUMENT TITLE	DOCUMENT DATE
(CONTRACT REFERENCE)		DOCUMENT CATEGORY
APPLICABLE TAILORING		

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 01 JULY 2004 and DODISS Supplement forthcoming 01 SEPTEMBER 2004 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated N/A . When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

DODSSP  
 Building 4/Section D  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5094  
  
 FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the



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publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

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DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(    ) effective date of contract.

( X ) date of contract award.

(End of clause)

C-3                    52.6930                    POST-AWARD ORIENTATION CONFERENCE(S) (STATEMENT OF WORK)                    SEP/1992

Within -1- days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-2	52.7047	BAR CODE MARKING	OCT/2001
Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.			

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0% Percent increase

0% Percent decrease

This increase or decrease shall apply to ALL SLINS.

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
1. The work called for herein will be performed by the contractor at the following location(s):			
	Location of Final Manufacture: <u>-1-</u>		(City, County, State)
	Packaging and Packing: <u>-2-</u>		(City, County, State)
	Shipping Point (at or near): <u>-3-</u>		(Street Address, City, State, Zip Code)
	Producing facilities: <u>-4-</u>		(Owner, Street Address, City, State, Zip Code)
	Operator: <u>-5-</u>		(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-2	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
	Initiating Activity: IRA KAPLOWITZ, RDEC / I2WD_ (Item/Project Manager)		

Invoice Address: SEE FIRST PAGE

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: -5-  
  
Organization Code: -6-  
  
Telephone Area Code and No.: (732)-7-  
  
DSN/Autovon No.: -8-

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD

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Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-  
(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-3                      52.7055                      MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL                      JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer  
Instructions to Administrative Contracting Officer\*  
Instructions to other Defense Contract Management Command personnel\*  
Instructions to Defense Finance Administration Services  
Instructions to Defense Contract Audit Agency

\*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999
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(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: WINDOWS 2000.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

- Routine Letters
- Requests for Proposals under the contract
- Price Issues (except contractor pricing data)
- Contract Data Requirements List Submittals
- Contract Data Requirements List Comments
- Approvals/Disapprovals by the Government
- Technical Evaluations of Contract Items
- Clarifications
- Configuration Control
- Drawings (not to exceed 1/2 megabyte)
- Revised Shipping Instructions
- Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

- (i) The Contracting Officer's e-mail address is: Mary.Paterno-Mihalko@mail1.monmouth.army.mil
- The Contract Specialist's e-mail address is Debra.Clayton@mail1.monmouth.army.mil
- The Technical Point of Contact's e-mail address is: Ira.Kaplowitz@mail1.monmouth.army.mil

(End of clause)

H-3	52.6130	SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (EQUIPMENT)	JUN/2002
1. The government shall furnish the following property to the contractor for use in performance of this contract.			



Name of Offeror or Contractor:

STOCK NUMBER	DESCRIPTION	QUANTITY	DELIVERED	WHICH FURNISHED	VALUE
6665-00-179-9037	Calibration Set, Radiac, AN/UDM-2		1	30 DAC	
Provide calibration compatibility					
6665-01-043-2191	Radiac Detector, DT-236	9500	30 DAC	Provide Neutron diode	

2. Delivery of Government-Furnished Property. Government-Furnished Property (GFP) will be delivered to the 'producing facility' as identified by the contractor in the 'Place of Performance and Shipping Point' provision in Section G of the schedule, unless herein stated otherwise by the contractor:

a. Except as provided by paragraph 4 below (Procurement Models), delivery schedules shall be based on the GFP delivery dates specified above.

b. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.

c. Note Concerning Electronic Test Fixtures and Mechanical Gages. When Electronic Test Fixtures (ETF) and/or Mechanical Gages (GAGES) are to be acquired by the contractor, such ETF/GAGES will become government property upon government acceptance, and the shipment and disposition instructions of this provision apply.

3. Contractor Inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall:

a. Complete the appropriate form:

SF 364 - Report of Discrepancy. Used to report materiel discrepancies including condition of materiel, incorrect supply documentation, misdirected materiel, overages and/or shortages, duplicate shipments, packaging discrepancies, item technical data markings and wrong items.

SF 361 - Discrepancy in Shipment Report. Used to report any transportation discrepancy in shipment through the Defense Transportation System (DTS) and shipment within CONUS moved by commercial carrier (lost or damaged).

SF 368 - Quality Deficiency Report. Used to report defects or nonconforming conditions which limit or prohibit the product from fulfilling its intended purpose, including deficiencies in design, specification, material, manufacturing and workmanship.

b. Obtain certification from the designated Government Quality Assurance Representative.

c. Forward the completed, certified form within seven calendar days, as follows:

FORM	DISTRIBUTION
SF 364	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy
SF 361	AMSEL-LC-LEO-D-DP-DT - 2 copies PCO - 1 copy
SF 368	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy ACO - 1 copy

d. When the contractor considers any damage attributable to the carrier, the contractor will arrange for and document a confirming inspection by the carrier's representative.

4. Procurement Models. If the 'Statement of Work for Procurement Model' is included with this contract (see Section J), the contractor may obtain the procurement model, at the contractor's expense and risk, any time after five calendar days after the effective

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date of this contract. The contractor will contact the PCO to arrange this transaction.

5. Maintenance Data Test Equipment. Any property listed in paragraph 1 as 'Maintenance Data Test Equipment' shall be used by the contractor to test the preproduction model for the purpose of developing maintenance data for the required technical literature. The government's action in furnishing such test equipment shall not in any way modify, limit, or nullify the contractor's responsibility to furnish all required maintenance data. Such test equipment shall be returned to the government concurrently with the initial production delivery.

(-21-) STANDARD CLAUSE (X will be inserted if paragraph is applicable; if not applicable, N/A should be inserted. See Variable Clause, paragraph 6, at end of clause.)

6. Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO.

Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by direction of the Contracting Officer. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

a. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures' located in Section C.

b. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, unless otherwise stated.

c. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward a copy of DD Form 1149 to each of the addressees listed below:

Commander  
US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

( ) VARIABLE CLAUSE

6. Shipment and Disposition of GFP. As soon as the GFP (other than that described by paragraph 4 above) is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO. Once received, the contractor shall return all GFP to the government in accordance with these instructions.

a. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

b. When applicable, Acceptance Inspection Equipment (AIE) (mechanical gages/electronic test fixtures) shall be disposed of in accordance with the 'Statement of Work for Mechanical Gages/Electronic Test Fixtures', located in Section C.

c. The contractor shall prepare the property (except AIE) for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that all items comply with all common carrier rules and regulations. The contractor shall deliver the property F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO, marked for:

( ) (insert info received from LEO via Request for Avail AMSEL-AC-FL 373).

d. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward one copy of DD Form 1149 to each of the addressees listed below:

Commander  
US Army Communications-Electronics Command  
ATTN: AMSEL-LC-LEO-D-DP  
Fort Monmouth, NJ 07703-5006.

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(End of clause)

H-4      225.802-70-      CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA      DEC/2003  
LOCAL

HS7500 Contractor Deployment To South West Asia (Dec 2003)

a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.

b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the CECOM DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.

c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial 732-427-5062 x 6623 for military and civilians and 732-427-5062 x 6611 for contractors, to let them know where they are in the AOR and that requirement needs to be followed.

d. In addition, every travel order for SWA shall have the following statement in the remarks section:

"All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."

2.      If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) AND ALTERNATE I (MAY 2001)	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) AND ALTERNATE I (OCT 1995)	JUL/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-13	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-14	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY	JUL/2004
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-18	52.214-26	AUDIT AND RECORDS--SEALED BIDDING	OCT/1997
I-19	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION--SEALED BIDDING	OCT/1995
I-20	52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-21	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	DEC/2003
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227-09	REFUND OF ROYALTIES	APR/1984
I-35	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-37	52.232-01	PAYMENTS	APR/1984
I-38	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-47	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.248-1	VALUE ENGINEERING	FEB/2000
I-50	52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-51	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-53	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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	Regulatory Cite	Title	Date
I-54	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	APR/1996
I-56	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-57	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-58	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-59	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	OCT/2002
I-60	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-61	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-63	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-64	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-65	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-66	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-67	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY Reserved and Removed per DCN 20040608 06/09/04	JAN/1997
I-68	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-69	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-70	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-71	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-72	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-73	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) AND ALTERNATE I (JAN 1997)	SEP/1989

(a) The Contractor shall test -1- unit(s) of Lot/Item -2- as specified in this contract. At least -3- calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within -4- calendar days from the date of this contract to -5- marked 'FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No.\_\_\_\_\_. ' Within -6- calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testng. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to the contract for (1) progress payments, or (2) termination settlements if the contract is terminated for convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

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(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

I-74      52.216-18      ORDERING      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from -1- through -2-.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-75      52.216-19      ORDER LIMITATIONS      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 2000;

(2) Any order for a combination of items in excess of 2000 against a given year's CLIN; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-76      52.216-21      REQUIREMENTS      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as 'estimated' or 'maximum' in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire

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the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of clause)

I-77                      52.227-03                      PATENT INDEMNITY (ALTERNATE II)                      APR/1984  
The following paragraph (c) is added to the clause at FAR 52.227-03 (APR 84), which is incorporated by reference:

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

I-78                      52.243-07                      NOTIFICATION OF CHANGES                      APR/1984  
(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within \_ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor,

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unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

- (d) Government response. The Contracting Officer shall promptly, within 30 calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
- (i) In the contract price or delivery schedule or both; and
  - (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

- I-79                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      JUL/2004
- (a) Definitions. As used in this clause--
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
    - (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).



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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-80

52.252-02

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL FIRST ARTICLE TEST (FAT) PLAN	20-JUL-2004	001	
Exhibit B	CDRL FIRST ARTICLE TEST (FAT) REPORT	20-JUL-2004	001	
Exhibit C	CDRL SCIENTIFIC & TECHNICAL REPORT	20-JUL-2004	001	
Exhibit D	CDRL SCIENTIFIC & TECHNICAL REPORT	20-JUL-2004	001	
Exhibit E	CDRL SCIENTIFIC & TECHNICAL REPORT	20-JUL-2004	001	
Exhibit F	CDRL MAINTENANCE ALLOCATION CHART	20-JUL-2004	001	
Exhibit G	CDRL GROUND SUPPORT EQUIPMENT SELECTION DATA	20-JUL-2004	001	
Exhibit H	CDRL ENGINEERING DATA FOR PROVISIONING	20-JUL-2004	001	
Exhibit J	CDRL PROVISIONING TECHNICAL DOCUMENTATION	20-JUL-2004	001	
Exhibit K	CDRL PRODUCT DRAWINGS & ASSOCIATED LISTS	20-JUL-2004	001	
Attachment 001	STATEMENT OF WORK	19-JUL-2004	011	
Attachment 002	DOCUMENT SUMMARY LIST	19-JUL-2004	001	
Attachment 003	POST AWARD TOPICS	19-JUL-2004	001	
Attachment 004	SECTION L TECHNICAL PROPOSAL SUBMISSION INSTRUCTIONS	19-JUL-2004	005	
Attachment 005	SECTION M EVALUATION FACTORS FOR AWARD	19-JUL-2004	005	

Regulatory Cite	Title	Date
J-1 52.6010	CONVENIENCE ENCLOSURES	APR/1984

Enclosed for your convenience (yes/no) at time of solicitation is/are the following, as indicated:

ENCLOSED	
DD Form 1425, Specifications and Standards Request	NO
DRSEL-PC 5076-1, Pre-Addressed Return Label	NO
Fort Monmouth Vicinity Sketch and Information Map	NO

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	MAY/2004

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.  
[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

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\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-5                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985  
(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-6                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998  
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

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otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

( ) TIN:\_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal Government;

( ) Other. State basis.\_\_\_\_\_

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt):

( ) Corporate entity (tax-exempt):

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other \_\_\_\_\_.

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

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(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [ ] is a women-owned business concern.

K-8	52.207-4	ECONOMIC PURCHASE QUANTITY--SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-9	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

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state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-10                      52.215-6                      PLACE OF PERFORMANCE                      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or respondent
--	--

(End of provision)

K-11                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999

The offeror represents that-

(a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, -filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-12                      52.223-13                      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                      AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and



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reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094).
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-13      52.227-06      ROYALTY INFORMATION      APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

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K-14      52.230-1      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.      I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(    ) (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, applicable. Forms may be obtained from the cognizant ACO or from the Federal officer and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(    ) (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(    ) (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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( ) (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provision of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES

( ) NO

NOTE: If the offeror has check 'Yes' above and is awarded the contemplated contract, the offeror will be required to comply with the requirements of subparagraph (a)(i), and paragraphs (b) and (c) of the Administration of Cost Accounting Standards clause.

(End of Provision)

K-15      252.225-7000      BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE      APR/2003  
(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the

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offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____.

(End of provision)

K-16                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.  
The offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-17                    52.7169                    WAIVER OF FIRST ARTICLE                    APR/1991

a. The Government reserves the right, with respect to offerors who offer products previously accepted or tested by the Government, to waive the requirements for First Article tests. Offerors who offer such products and wish to rely on such previous acceptance or test must furnish, with their offers, evidence that prior Government acceptance or approval is applicable to the product(s) proposed to be furnished hereunder, as follows:

Item\_\_\_\_\_ Contract No.\_\_\_\_\_

b. If First Article approval testing is waived, the First Article requirement, together with all clauses relating to First Article, will be deleted from the resulting contract.

c. Offerors' attention is directed to the delivery schedule(s) for the production quantity SLIN(s). In the event that two schedules are set forth (a delivery schedule with First Article and an earlier delivery schedule without First Article), the contractor will be required to conform to the earlier schedule if the Government elects to exercise its right to waive First Article testing.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.  
(End of Provision)

L-6      52.233-2      SERVICE OF PROTEST      AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the PCO, MARY PATERNO-MIHALKO.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-7      52.6110      SPECIAL STANDARDS OF RESPONSIBILITY      APR/1991

The following special standards of responsibility apply to all offerors: -1-.

L-8      52.252-01      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://farsite.hill.af.mil

(End of Provision)

L-9      52.XXXX      AMC-LEVEL PROTEST PROGRAM      FEB/2004

LM7251      AMC-LEVEL PROTEST PROGRAM      FEB 2004

52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Road  
Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775

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Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC)'.  
The CC website address is:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

L-10                      52.7395                      COST OF MONEY FOR FACILITIES CAPITAL                      SEP/1997  
Defense contractors will calculate the cost of money for facilities capital employed in accordance with FAR Part 31. This is an overhead cost that is separately identified for pricing purposes. The contractor will include information regarding existing facilities and new facility investments for evaluation (see FAR 31.205-10(a)(1)). In addition, contractors shall prepare and submit to the Administrative Contracting Officer, Form CASB-CMF (Facilities Capital Cost of Money Factors Computation).

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SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR/1984

M-252.6110FAILURE TO COMPLY WITH F. O. B. TERMSAPR/1991

F.O.B. terms and shipping instructions are set forth in Section B under each item, and/or in Section F. For purposes of evaluation, bidders/offerors are cautioned that any bid/offer submitted on a basis other than F.O.B. -1- for Items(s) -2- will be rejected as nonresponsive or may be considered unacceptable.

M-3	52.7100	ALL OR NONE BASIS FOR AWARD	SEP/1997
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A bidder/offeror must quote on all items in Section B of this solicitation to be eligible for award. The government reserves the right to award the items in Section B on an 'all-or-none' basis; therefore, evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

M-4	52.7150	EVALUATION--FIRST ARTICLE (CONTRACTOR TESTING)	SEP/1997
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(a) Any offer submitted under this solicitation will be evaluated on the basis of including the First Article requirement CLIN/SLIN(s) set forth under Section B, except for those eligible offerors for whom the government elects to waive the First Article requirements.

(b) If the government waives the requirement for First Article Unit(s), test plan(s), testing and test report(s) for eligible offerors, the prices set forth in the SLIN(s) under the First Article CLIN will not be included in the evaluation of their offer, and will not be included in the total contract price of any resultant contract. In addition, all provisions relating to First Article will be deleted from the resulting contract.

(c) Earlier delivery, if required in case of waiver of First Article requirements, shall not be a factor in evaluation for award.

M-5	52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
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a. Duty will be excluded from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.